

EXECUTIVE SUMMARY
of
Sprint Communications Company, L.P.
Kentucky
BellSouth/AT&T Standard Interconnection Agreement

| | |
|--|---|
| Agreement Effective Date: August 2, 1999 | Agreement Expiration Date: August 12, 2000 |
| Negotiator: Susan Arrington | Negotiator Tel No: 404-927-7513 |
| Location of Executive Summary: s:\hendrix\arrington\sprint\KY | Location of Agreement and Amendment(s): s:\hendrix\arrington\Sprint\KY |

Please be advised that the above named CLEC has adopted the BellSouth/e.spire Standard Interconnection agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

AGREEMENT

This Agreement, which shall become effective as of the 2 day of August, 1999, is entered into by and between Sprint Communications Company L.P., ("Sprint") a Delaware Limited Partnership, having an office at 7301 College Boulevard, Overland Park, Kansas 66210, on behalf of itself and its successors and assigns and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Sprint has requested that BellSouth make available the AT&T Kentucky Interconnection Agreement in its entirety executed between BellSouth and AT&T dated August 13, 1997 for the state(s) of Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Sprint and BellSouth hereby agree as follows:

1. Sprint and BellSouth shall adopt in its entirety the AT&T Kentucky Interconnection Agreement dated August 13, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Kentucky Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be August 13, 1997.

3. Sprint shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Sprint Communications Company, L.P.

Melissa Closz
Director, Local Market Development
555 Lake Border Drive
Apopka, FL 32705

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Signature on File

Signature

Jerry Hendrix

Name

8/2/99

Date

Sprint Communications
Company, L.P.

Signature on File

Signature

W. Richard Morris

Name

July 30, 1999

Date

AMENDMENT
TO
THE AGREEMENT BETWEEN
SPRINT COMMUNICATIONS COMPANY, L.P. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 2, 1999
(KENTUCKY)

Pursuant to this Agreement (the "Amendment"), Sprint Communications Company, L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Agreement between the Parties dated August 2, 1999 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Interconnection Agreement entered into between BellSouth and Sprint is hereby amended to delete Section 16 of the General Terms and Conditions in its entirety and replace it with the following:

16. The parties agree that if any dispute arises as to the requirements of this Agreement, the parties will initially refer the dispute to a director level representative from both parties. If the dispute is not resolved within 30 days by the representatives, either Party may submit the dispute to the state or federal regulatory body or agency with jurisdiction to resolve the dispute. If the dispute is outside the jurisdiction of the appropriate state and federal regulatory body or agency the dispute shall be resolved by other legal remedies.

2. Attachment 1 is hereby deleted in its entirety.

3. All of the other provisions of the Interconnection Agreement, dated August 2, 1999 shall remain unchanged and in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the Kentucky Public Service Commission or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Sprint Communications Company, L.P.

BellSouth Telecommunications, Inc.

Signature on File

Signature on File

Signature

Signature

W. Richard Morris

Jerry Hendrix

Name

Name

Vice President

Senior Director

Title

Title

10/6/99

10/8/99

Date

Date

VOLUME AND TERM AGREEMENT

This Volume and Term ("V&T") Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and Sprint Spectrum, L.P., a Delaware limited partnership, d/b/a Sprint PCS, and SprintCom, Inc., a Kansas corporation, authorized providers of Personal Communications Services ("PCS") as defined in the Federal Communication Commission's rules (hereinafter collectively referred to as "Sprint PCS" or "Customer") as set forth herein.

I. DEFINITIONS

A. This "V&T" Agreement is a customized Contract Service Arrangement ("CSA") offering of certain services purchased by Sprint PCS from BellSouth in the telephone exchanges served by BellSouth in the authorized PCS service areas of Georgia, Florida, Alabama, Tennessee, Kentucky, Mississippi, Louisiana, North Carolina and South Carolina. This V&T Agreement provides the Customer certain levels of discounts based upon the Customer's commitment to and attainment of an Annual Revenue Commitment in accordance with the requirements described in this Agreement. This V&T Agreement shall not constitute an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (an "Interconnection Agreement"). In the event of any conflict between the terms of an Interconnection Agreement and this V&T Agreement, the Interconnection Agreement shall prevail.

B. "Annual Revenue Commitment" represents the agreed upon amount of billing to Sprint PCS by BellSouth for BellSouth's telephone services purchased by Sprint PCS each year for the purposes of the V&T Agreement. **Compliance with the Annual Revenue Commitment shall be calculated by totaling the tariffed rates and charges of all V&T Eligible Services for each contract year, prior to the application of the discounts as outlined in Appendix I of this Agreement, i.e. tariffed rates, ordered during the twelve month period following execution of this agreement and each year**

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~~thereafter and comparing that total with the Annual Revenue Commitment listed in Appendix I of this Agreement.~~

C. "Discount Level" is the percentage reduction applied monthly to the total recurring charges for the BellSouth services that are eligible for participation in the V&T offering and for which billing has occurred or will occur during the current billing period.

D. "V&T Eligible Services" include only those services listed in Appendix II. Billing for non-recurring charges, local usage, taxes, and publicly imposed surcharges including but not limited to the surcharges for 911 service and dual party relay service, is not considered V&T Eligible and was not used to calculate the Annual Revenue Commitments.

E. "Discount Eligible Services" include only those Services purchased by Sprint PCS that are appropriate for inclusion in the calculation of the percentage reduction off the combined total tariffed rates as mutually agreed to by Sprint PCS and BellSouth. The Eligible Services are listed in Appendix II. Consistent with regulatory and legal requirements BellSouth AIN services will be added to the Discount Eligible Services.

F. "A Contract Year" is the twelve-month period during the term of this Agreement beginning 60 days following the effective date of the Agreement and will last for 12 months. This date shall also establish the anniversary date for this V&T agreement.

G. The "Term" of this Agreement shall be 7 years.

H. The "Expiration Date" of this Agreement shall be the last day of the 7th Contract Year at 11:59 p.m.

II. ANNUAL REVENUE COMMITMENT

A. Sprint PCS agrees to an Annual Revenue Commitment in each Contract Year of the V&T as listed in Appendix I.

B. BellSouth and Sprint PCS agree that all recurring charges for V&T Eligible Services billed by BellSouth shall be applied toward Sprint PCS's Annual Revenue Commitment. Sprint PCS's progress toward meeting the Annual Revenue Commitment will

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be tracked by BellSouth and measured in billed dollars with a BellSouth bill date within the appropriate Contract Year.

C. In the event the Annual Revenue Commitment is adjusted due to a Business Change as defined in this Agreement, the Annual Revenue Commitment levels contained in Appendix I shall be renegotiated.

D. Cell sites and mobile switching centers at certain locations (longitude and latitude) are included in this Agreement and listed in Appendix IV. Sprint PCS may substitute or change cell sites or locations as long as it meets the Annual Revenue Commitment. Sprint PCS may also add to, or remove, individual cell sites or locations as long as it meets the Annual Revenue Commitment.

E. Annual Revenue Commitment does not include services purchased by Customer from the BellSouth Federal or State Access Tariff.

III. DISCOUNT LEVELS

A. BellSouth shall apply a discount that is a percentage reduction off the total recurring charges within the total billed revenue associated with the Eligible Services. Discount Levels shall be based on the Annual Revenue Commitment and are provided in Appendix I. The applicable Discount Level shall be selected from the Table contained in Appendix I.

B. Charges billed pursuant to Interconnection Agreements, Federal or State Access Services tariffs, billing for taxes or public imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, will not be subject to a Discount.

C. Charges billed to Sprint PCS for Contract Service Arrangements, Special Service Arrangement, WATSSaver, End User Common Line Charges, and Special Access are not eligible for the application of the Discount.

D. Non-recurring charges on circuits or SMARTRings will be waived if the circuits or SMARTRINGS remain in service at least two years. If a circuit is disconnected before two years, non-recurring charges will be retroactively applied to that circuit.

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E. In order for the Customer to receive the discounts included in Appendix I, the Customer must derive at least 40% of its billing for the services listed in Appendix II from the states of Georgia, South Carolina, Louisiana, Kentucky, and Mississippi. If the actual % changes due to business downturn, the 40% minimum is subject to re-negotiation. It is understood that the 40% billing should be achieved only as Sprint PCS's initial build-out is completed in these states.

IV. DESIGN SUPPORT SERVICES

A. BellSouth agrees to provide Customer Design Support Services during the period prior to Customer turn up of PCS Service for commercial availability in each of its license areas in the BellSouth service area. The Design Support Services shall include the provision of a dedicated system designer from the date of the execution of this Agreement to Customer's initial turn up of PCS service for commercial availability.

B. 1. All Design/Plant Engineering work and network optimization performed by BellSouth shall be proprietary to BellSouth, except that Sprint PCS may use such Design/Plant Engineering work and network optimization for requirements which are outside of the scope of this agreement in support of services provisioned by BellSouth or in support of interconnecting with an interexchange carrier. Design/Plant Engineering support services provided in the fulfillment of new cell site and switch site provisioning will be provided at no additional charge to the Customer. Design/Plant Engineering support services include:

- a. Initial system design
- b. Initial planning of new cell sites
- c. Site visits for quotes of all special engineering and construction charges
- d. Site construction meeting
- e. Final site inspection.

2. Design/Plant Engineering services shall be provided only as specifically authorized in writing by Sprint PCS.

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3. Any Design/Plant Engineering services not completed in the fulfillment of new cell site provisioning will be provided to Customer at the rate of \$175 per hour. BellSouth will provide Sprint PCS with a monthly report identifying all such activities and the date the Design/Plant Engineering work was completed.

4. BellSouth agrees to perform the annual network optimization at no additional charge. Any additional network optimization will be provided to Customer at the rate of \$175 per hour. BellSouth will, prior to engaging in any such additional network optimization, provide Sprint PCS with a quote identifying the number of hours required. BellSouth shall conduct such additional network optimization only with Sprint PCS's written authorization.

5. The charges for Design/Plant Engineering and network optimization services may be deferred and allocated over the term of the Agreement at an annual interest rate of 12%. In the event the Customer terminates this Agreement, any deferred charges will be due 15 days after the termination becomes effective.

V. SERVICE INSTALLATION GUARANTEE

During each Contract Year if Customer provides BellSouth notice of its desired installation date in accordance with the schedule in Appendix III, which may be changed from time to time by Sprint PCS, BellSouth guarantees that transport circuits shall be installed and available for testing no later than 6 p.m. on the negotiated installation date. All installation dates must be negotiated. Customer acknowledges and agrees that in order for BellSouth to meet the negotiated installation date, Customer must provide a complete and accurate service order in accordance with BellSouth service order requirements. In the event BellSouth fails to meet the negotiated installation date, BellSouth shall waive the first month's recurring charges for the transport circuits that were not installed on the negotiated installation date.

VI. REGULATORY CONSIDERATIONS

A. Sprint PCS recognizes and agrees that the V&T Agreement is not intended to replace or supersede existing tariffs and that all services that are included in the V&T

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Agreement will be purchased in accordance with the approved BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)

Sprint PCS acknowledges that BellSouth may be required to file and obtain approval of the V&T Agreement in certain states prior to implementation of a V&T Agreement in those states. BellSouth agrees to begin any necessary filings within 30 days after the execution of a V&T Agreement between BellSouth and Sprint PCS. If regulatory approval is not granted in any state for services contained in this Agreement, Sprint PCS and BellSouth agree to reduce the Commitment levels contained in Appendix I by the amounts associated with the services to have been provided in that state. If such reductions occur the associated discounts will be renegotiated.

VII. COMMITMENT SHORTFALL

Sprint PCS agrees that if it fails to meet its Annual Revenue Commitment during a given contract year, BellSouth shall bill and Sprint PCS agrees to pay back the difference between the discount received for that contract year (retroactive to the beginning of the contract year) and the discounts outlined in sections A and B below, plus the time value of money (12% annually). The time value of money is to be included in any situation in which Sprint PCS is returning discounts to BellSouth:

A. Pre-discounted billing for V&T Discount Eligible Services exceeds 50% of revenue commitment.

Year 1: 23%

Year 2: 23%

Year 3: 30%

Year 4: 30%

Year 5: 30%

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Year 6: 33%

Year 7: 33%

B. Pre-discounted billing for V&T Discount Eligible Services is less than 50% of revenue commitment.

Year 1: 12.5%

Year 2: 12.5%

Year 3: 12.5%

Year 4: 15%

Year 5: 15%

Year 6: 16.5%

Year 7: 16.5%

VIII. PROVISION FOR DISCOUNTING ADDITIONAL AND NEW SERVICES UNDER V&T

For the purposes of this Agreement an Additional Service is an intraLATA service that is tariffed by BellSouth on the effective date of this Agreement and is not considered a Discount Eligible intraLATA Service. A new service is an intraLATA service that has been tariffed by BellSouth after the effective date of the V&T Agreement. Customer may submit a request to BellSouth to obtain a discount on the Additional Service or New Service under the Agreement.

IX. ACQUISITION OF NEW BUSINESSES AND MERGER

A. In the event Sprint PCS acquires a new business or operation within the BellSouth service area during the term of this Agreement and desires to include the services under this Agreement, BellSouth shall review such request and in the event it determines the inclusion of these services is appropriate, BellSouth shall amend this Agreement and the Annual Revenue Commitment levels in Appendix I and the associated discounts, as appropriate to include such services in the V&T Agreement. Any revisions

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due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for the year following the True-up

B. In the event the Customer merges with an entity that has an existing Volume and Term Agreement with BellSouth, BellSouth reserves the right to negotiate a new Volume and Term Agreement, if such new Agreement is requested by Sprint PCS or the newly-merged entity. If this Agreement is canceled as a result of such renegotiation, such cancellation shall not be considered a termination under section XII.

X. OTHER NEW BUSINESS OPPORTUNITIES

Further, in the event BellSouth offers services currently included in this Agreement or new services outside of its existing franchised territory and Sprint PCS subscribes to such services, BellSouth shall review with Sprint PCS such instances to determine the feasibility and/or criteria for including any of the subscribed services in the V&T Agreement.

XI. AUTHORIZED USERS

Sprint PCS recognizes and agrees that the services included in this Agreement are specifically restricted to the use of Sprint PCS and its specified affiliates listed in Appendix V. In particular, the V&T Agreement is intended for the provision of PCS services by Sprint PCS and its specified affiliates and the resale of services included in this Agreement is strictly prohibited. BellSouth retains the right to perform any necessary audits and Customer agrees to cooperate with BellSouth in the performance of such audits to determine that the services included in this Agreement are used by Sprint PCS and its specified affiliates.

XII. TERMINATION LIABILITY

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If Sprint PCS desires to terminate the V&T Agreement prior to its expiration, Sprint PCS must provide BellSouth written notice of such termination 90 days prior to the effective date of termination. Termination liability will be in accordance with the following:

A. For all services provided under this Agreement, BellSouth shall recalculate the charges due for such services as follows:

1. If this Agreement is terminated prior to the completion of Contract Year 3, the rates for the Discount Eligible Services ~~service charges~~ shall be recalculated at the selected tariffed rates with no discount applied.

2. If this Agreement is terminated after the completion of Contract Year 3 and prior to the completion of Contract Year 5, the rates for the Discount Eligible Services ~~service charges~~ shall be recalculated as if Sprint PCS had initially selected a 3 year term, and the 3 year term discounts apply.

3. If this Agreement is terminated after the completion of Contract Year 5 and prior to the completion of Contract Year 7, the rates for the Discount Eligible Services ~~service charges~~ shall be recalculated as if Sprint PCS had initially selected a 5 year term, and the 5 year term discounts apply.

Sprint PCS shall pay BellSouth the difference between the discount associated with the term initially selected and the discount calculated in accordance with Sections A(1), A(2) and A(3) above. The discount will be recalculated retroactively to the beginning of the term of the agreement.

B. The application of termination charges pursuant to this Section shall not affect the application of termination charges pursuant to any BellSouth tariff or any other agreement. Sprint PCS's choice of V&T contract term does not have to equate to the term chosen via the tariffs.

C. Customer further acknowledges that it has options for its telecommunication services from providers other than BellSouth and that it has chosen BellSouth to provide the services described in this Agreement. Accordingly, Customer agrees that in the event it transfers this Agreement to an alternative local service provider, such transfer shall be

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deemed a termination of this Agreement and BellSouth shall bill Customer all appropriate termination charges applicable to a termination of this Agreement.

XIII. BUSINESS CHANGE

In the event of a divestiture of a significant part of Sprint PCS's business, a business downturn beyond Sprint PCS's control that results in a customer end-user growth rate that is lower than one-half the PCS industry average (the average industry growth rate shall be mutually agreed on by BellSouth and the Customer), ~~or a network optimization using other BellSouth services (collectively referred to as "Business Change"), or Sprint PCS undergoes a slower infrastructure build-out than originally anticipated,~~ any of which significantly reduces the volume of network services, required by Sprint PCS with the result that Sprint PCS is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Sprint PCS's reasonable efforts to avoid such a shortfall), **BellSouth will not assess a commitment shortfall penalty, and will work with Sprint PCS to restructure future revenue commitments. ~~BellSouth and Sprint PCS will cooperate in efforts to develop a mutually agreeable alternative that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. Such alternative may reduce the Customer's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the Business Change.~~** This provision shall not apply to a change resulting from a decision by Sprint PCS: (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its ~~service traffic~~ or projected growth to providers other than BellSouth. Sprint PCS must provide BellSouth written notice of the conditions it believes will require the application of this provision. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

XIV. HIGHER ORDER OF SERVICE

From time to time, BellSouth may offer to Sprint PCS new technological features and capabilities ("Higher Order of Service"). For purposes of this Agreement, Higher Order of

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Service shall be defined as BellSouth services which will provide additional value to Sprint PCS with higher functionality and increased capacity. In the event that Sprint PCS elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Sprint PCS's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BellSouth agrees to cooperate with Sprint PCS to develop a mutually agreeable alternative that will satisfy the concerns of both parties. Such alternative may reduce Sprint PCS's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the migration to a Higher Order of Service.

XV. TARIFF CHANGES

If during the term of this Agreement, BellSouth requests and receives regulatory approval for price reductions on tariff services ("Tariff Change") purchased by Sprint PCS and such price reductions cause Sprint PCS to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BellSouth agrees to "flow through" such rate reductions as to reduce the Annual Revenue Commitment commensurately. If there is an increase in the tariff rates for the services listed in Appendix II Sprint PCS may request a renegotiation of the discount.

If regulatory changes arise that result in a substantial industry wide reduction drop in transport rates prices, Sprint PCS may request renegotiation of the discounts outlined in this Agreement.

XVI. (Deleted)

XVII. FLEXIBLE BILLING ARRANGEMENTS

BellSouth shall offer Customer the option to allocate and defer the payment of nonrecurring charges over a six month period. The non-recurring charges for the initial cell

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sites installed by the Customer may be deferred for a six month period allocated over the remaining months of the current contract year at an interest rate of 12% per annum.

Finally in the event the Customer terminates this Agreement, the balance due on any deferred or allocated charges will be due 15 days after the termination date.

XVIII. ANNUAL TRUE-UP

A. At the end of each Contract Year, BellSouth will conduct a review of Sprint PCS's revenue to determine if Sprint PCS achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BellSouth will calculate any commitment shortfall in accordance with Section VII. ~~If Sprint PCS is unable to meet a particular year's revenue commitment due to a slower infrastructure build-out than originally anticipated, BellSouth will not assess a commitment shortfall penalty, and will work with Sprint PCS to restructure future revenue commitments. This potential waiver of a commitment shortfall penalty and restructuring of future revenue commitments cannot be utilized by Sprint PCS if portions of its service or projected growth are given to providers other than BellSouth.~~ Sprint PCS may commit to higher levels of spending and negotiate a future discount commensurate with this higher commitment level for subsequent years. During the Annual True-Up, BellSouth may conduct any necessary audits of the Customer to verify that the services included in this Agreement were used by Sprint PCS and its specified affiliates.

Sprint PCS and BellSouth agree that any credit resulting from the Annual True-Up will be distributed directly to Sprint PCS's affiliates as identified in Appendix V as a credit on their bill for BellSouth local and intraLATA services.

Further, any debit resulting from the Annual True-up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to the parent entity and Sprint PCS shall assume responsibility for all outstanding amounts.

XIX. BILLING AND MANAGEMENT INFORMATION

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BellSouth agrees to work with Sprint PCS to reach a mutually agreeable ~~an~~ agreed-upon billing format which meets with current or future Industry Format Standards.

XX. MISCELLANEOUS

- A. This offer shall be valid for 45 days.
- B. Sprint PCS will be solely responsible for the identification of Sprint PCS accounts that are V&T eligible. Sprint PCS and BellSouth agree that BellSouth will not be responsible for failure to apply a discount to a V&T eligible account if such failure results from Sprint PCS's failure to identify such account. Additional V&T eligible accounts may be added at any time during the term of this agreement with mutual agreement of the parties. Sprint PCS may provide a written list of the V&T eligible accounts within 60 days after the execution of the Agreement.
- C. This Agreement shall be construed in accordance with the laws of the State of Georgia.
- D. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
Scott Schaefer
Vice President of Marketing
34th Floor
675 West Peachtree Street
Atlanta, Georgia 30345

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CC: Bill Warburton
Wireless Market Manager
Room 34A51
675 West Peachtree Street
Atlanta, GA 30345

Sprint PCS
Charles McKee, Attorney
4900 Main Street
12th Floor
Kansas City, MO 64112
816-559-2521

E. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

F. Each party agrees to submit to the other all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other party or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's prior written approval.

G. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

H. This Agreement may be extended for an additional two year period by mutual agreement of the parties.

I. This agreement, including Exhibits which are attached hereto and hereby incorporated as an integral part of this Agreement, constitutes the entire Agreement between the parties with respect to the subject matter and geographic location(s) referred to and, with the exception of the interconnection agreement, supersedes any and all prior or

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contemporaneous agreements whether written or oral. This agreement cannot be modified except in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

Sprint PCS
Sprint Spectrum L.P.

BellSouth Telecommunications, Inc.

BY: _____
Authorized Signature

BY: _____
Authorized Signature

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SprintCom, Inc.

BY: _____
Authorized Signature

TITLE: _____

DATE: _____

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ANNUAL REVENUE COMMITMENT AND DISCOUNTS

This page has been redacted. For information you can contact Jarrett Board at (404) 927-1277.

DISCOUNT ELIGIBLE SERVICES

This Agreement covers network transport services and other regulated services. These services include:

- MegaLink (DS-1)
- LightGate (DS-3)
- SmartRing Services
- Consistent with regulatory and legal requirements, AIN services may be added to the

list of Discount Eligible Services

INSTALLATION SCHEDULE

CELL SITE AND MSC LOCATIONS

CUSTOMER AFFILIATES

Doc. 75947

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**